

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 91	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912HN-13-T-0005	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME			b. TELEPHONE NUMBER (No Collect Calls)		6. SOLICITATION ISSUE DATE 21-Dec-2012
9. ISSUED BY U.S. ARMY ENGINEER DISTRICT, SAVANNAH 100 WEST OGLETHORPE AVE SAVANNAH GA 31401-3640 TEL: FAX:		CODE W912HN		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: \$7M NAICS: 721211		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/OFFEROR TEL.		CODE		18a. PAYMENT WILL BE MADE BY CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)						PAGE 2 OF 91
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY				
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY <i>(Print)</i>				
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT <i>(Location)</i>				
		42c. DATE REC'D <i>(YY/MM/DD)</i>		42d. TOTAL CONTAINERS		

Section SF 1449 - CONTINUATION SHEET

NOTICE TO BIDDERS

Notice to Bidders

Park Attendant Services, Broad River/Hesters Ferry and Hawe Creek, J Strom Thurmond Lake
Solicitation Number: W912HN-13-T-0005

All Quotations are due no later than 11:00AM 09 January 2013

Quotation Packages will be mailed to the attention of Shannon Anthony, Contract Specialist; as follows:

All RFQ's must be clearly identified with the contractor's name and address. To ensure timely and proper handling, the lower left corner of the outermost wrapper should indicate the following:

Request for Quote: W912HN-13-T-0005

Due Date: 09 January 2012

Time by which Quotes are due: 11:00 am (Eastern Time)

Title of Project: Park Attendant Services, Broad River/Hesters Ferry and Hawe Creek, J Strom Thurmond Lake

Proposals must be addressed as indicated below.

U. S. Army Corps of Engineers, Savannah District

Attn: CECT-SAS-E (Shannon Anthony)

100 W. Oglethorpe Avenue

Savannah, Georgia 31401-3640

The Technical Point of Contact for this requirement is:

J. Strom Thurmond Lakes

Heather Killips

Natural Resources Specialist

510 Clarks Hill Highway

Clarks Hill, SC 29821

Phone 1-800-533-3478 ext. 1130

Email: Heather.Killips@usace.army.mil

Electronic and Facsimile quotes are not acceptable

Basis for Award:

Quotation shall meet the minimum requirements listed in the Request for Quotes (RFQ) to be eligible for an award. An award will be made to the vendor whose quote represents the lowest evaluated quote to the Government and whose prices are otherwise determined to be fair and reasonable.

Awards will be made to the lowest priced, responsible, responsive bidder, with a responsibility determination in accordance with Federal Acquisition Regulations (FAR) 9.1, specifically 9.104-3(b), Satisfactory Performance Record.

The Contracting Officer may award a separate contract to more than one Contractor for work performed in Bid Schedule A and Bid Schedule B if it is in the best interest of the Government or the Contracting Officer may award the work in both Bid Schedules to the same Contractor in separate contracts if it is in the best interest of the Government.

Bid Packages will be evaluated and awards will be made without discussions.

**US ARMY CORPS OF ENGINEERS
SAVANNAH DISTRICT
PARK ATTENDANT SCOPE OF WORK
Technical Provisions
J. Strom Thurmond**

LETTER OF INSTRUCTIONS

Enclosed is one copy of ***Request for Bid Packages*** which cover Gatehouse Attendant / Caretaker Services for campground locations at J. Strom Thurmond Lake.

CARETAKER CONTRACTS

1. All Bid Packages must include the following items:

- RESUME: for all persons working contract
- ATTACHMENT 1: Contractor Information Sheet
- Contractor Bid Sheet (s) (Section B)

1. PAST PERFORMANCE REFERENCE / DOCUMENTATION: (See TP-T-01.1.8) Minimum of 3, maximum of 5 references: Name, address, any documentation that supports details of offeror's past performance in similar work industry (prior work references, past performance appraisals, letters of recommendation or accommodation, audits, exit interview, certificates of accomplishment, etc) specific to skills in areas such as customer service, gatehouse operation, financials, computer experience, cleaning ability/quality, management, etc.
2. Prospective offerors should pay close attention to TP-T-2.0 Scope of Work: Gatehouse and TP-T-3.0 Scope of Work: Caretaker; especially to items such as hours of operations, items Government will provide/not provide, campsite & utility services, size requirements of recreations vehicle, & other general requirements. In addition, park attendants should

carefully read all specifications contained in the entire contract, as well as all additional clauses.

3. Please furnish a telephone number where you can be reached during the period of November 2012- March 2013
4. The government will only award one (1) park position to offeror. One (1) offeror will be selected for each park's tour of duty.
5. The following requirements **MUST BE MET BY ALL** prospective offerors (Inability to provide any of the following items may be ground for disqualification).
 - a) **A minimum of two (2) adults** (21 years of age or older) are required for campground Gatehouse Attendant and/or Caretaker Attendant positions. A photocopy of each driver's license or other identification must be included in bid package.
 - b) **Presentable, factory-built, self-contained camping unit** and an acceptable mode of transportation for tours of the campground approved by Chief Ranger or his/her representative. A colored picture of RV and vehicle must be provided with bid package.
 - c) Offerors should provide documentation and/or certification of their **experience with computer software applications**, or documented training courses in "Introduction to Computers"; Windows XP, Microsoft Office and/or prior NRRS experience is preferred. Documentation of training should be included with bid package or on resume (See Attachment 1: Contractor Information Sheet).
 - d) **Statement from physician** stating that both individuals can perform duties as specified in the contract (Government will NOT reimburse cost). Physician's statements should be submitted after receipt of award; no later than the day of the pre-work orientation.
 - e) **Proof of bond for both persons** working contract, as required for receiving & depositing of fees. Bond must be no less than \$5000.00 for contracts with option years

and \$2,500 for contracts without option years. Include names of both people working the contract. Proof of bond(s) must be provided no later than the day of pre-work orientation. Inability to obtain a bond will be grounds for disqualification. The contractor is required to furnish to the Contracting Officer original proof of such a bond (see TP-T-1.5.2).

- f) **Proof of vehicle insurance.** Attendants are to provide a copy of their vehicle insurance on the vehicle that will be used in the park, while on duty. This must be submitted no later than the day of pre-work orientation.
6. Prospective offerors are urged to inspect the campground(s) they are bidding on before submitting a quotation, in order to become familiar with the size & required dates. Offerors may contact J. Strom Thurmond Dam & Lake Campground Program Manager at 1-800-533-3478 ext 1130, or Chief Ranger Recreation Section, ext 1121, for any additional information about the campground(s). Offerors may contact Hartwell Dam & Lake Campground Program Manager at 1-888-893-0678 ext 351 or ext 323 for any additional information about the campgrounds.
7. Offerors are required to meet the criteria listed in the Profile of an *Effective Campground Attendant*.

Offerors must complete and send with their bid package the following:

- **Attachment 1:** Contractor Information Sheet
- Contractor Bid Sheet - Gatehouse Contracts (Section B)
- **Resumes** (listing work experience for all people working contract)
- **Documentation of Past Performance** see TP-T-1.0.08 Past Performance Clause
- ATTACHMENT 1: Contractor Information Sheet – J. Strom Thurmond Lake

***** THIS SHEET MUST BE COMPLETED & RETURNED WITH YOUR BID PACKAGE *****

REMEMBER TO INCLUDE ALL DOCUMENTATION (AS REQUIRED) IN YOUR BID PACKAGE

➤ **NAME:**

➤ Person #1: _____SSN: _____

➤

➤ Person #2: _____SSN: _____

➤ **IN THE EVENT OF AWARD, ISSUE PURCHASE ORDER TO:**

➤ Name: _____Home Phone #: _____

➤

➤ Address: _____Cell Phone #: _____

➤

➤ City: _____State: _____ Zip: _____

➤

➤ E-mail address: _____

➤

➤ DUNS Number: _____CAGE Code #: _____

➤ **PREVIOUS EXPERIENCE AT GATEHOUSE &/or CARETAKER:** (Dates, Location, Supervisor, Phone #)

➤

➤ _____

➤ _____

➤ _____

➤ _____

➤ _____

➤ **OTHER WORK EXPERIENCE(S):** (Attach resume for both persons with bid submittal)

➤ Person #1: _____ Person #2: _____

➤ _____

➤ _____

➤ _____

➤ _____

➤ **NRRS/COMPUTER EXPERIENCE:** (check all that apply)

	Person #1	Person #2
➤		
➤		
➤ Cash Register/Money Counting	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
➤ NRRS Software (Park Office, ORMS, Field Mgr)	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
➤ General Computer Experience	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
➤ Other: _____	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>

➤ **SIGNATURES:**

➤ _____

➤ Person #1: _____ Person #2: _____

Bid Schedule (Section B)**BID SCHEDULE- A****W912HN-13-T-0005****FY13 Park Attendants****Broad River/Hesters Ferry, J. Strom Thurmond****CONTRACT LINE ITEM SCHEDULE**

Item No.	Description	Quantity	Unit	Unit Price	Amount
0001	BASE: FY13 Park Attendants Broad River/Hesters Ferry J. Strom Thurmond US Army Corps of Engineers	180	Days	\$_____	\$_____
0002	OPTION: FY13 Park Attendants Broad River/Hesters Ferry J. Strom Thurmond US Army Corps of Engineers	180	Days	\$_____	\$_____

TOTAL BASE OFFER BID (Items 0001) \$_____**TOTAL OPTION OFFER BID (Items 0002)** \$_____**TOTAL BASE + OPTION OFFER BID (Items 0001 and 0002)** \$_____

Contract Duration in Calendar Days after the Award Date is not to Exceed the maximum contract performance period of 180 Calendar Days

The Contracting Officer may exercise CLIN 0002 by written notice to the Contractor within 30 days of contract completion IAW 52.217-7.

Offers providing less than 30 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

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BID SCHEDULE - B

W912HN-13-T-0005
FY13 Park Attendants
Hawe Creek, J. Strom Thurmond

CONTRACT LINE ITEM SCHEDULE

Item No.	Description	Quantity	Unit	Unit Price	Amount
0001	BASE: FY13 Park Attendants Hawe Creek J. Strom Thurmond US Army Corps of Engineers	168	Days	\$_____	\$_____
0002	OPTION: FY13 Park Attendants Hawe Creek J. Strom Thurmond US Army Corps of Engineers	168	Days	\$_____	\$_____

TOTAL BASE OFFER BID (Items 0001) \$_____

TOTAL OPTION OFFER BID (Items 0002) \$_____

TOTAL BASE + OPTION OFFER BID (Items 0001 and 0002) \$_____

Contract Duration in Calendar Days after the Award Date is not to Exceed the maximum contract performance period of 168 Calendar Days

The Contracting Officer may exercise CLIN 0002 by written notice to the Contractor within 30 days of contract completion IAW 52.217-7.

Offers providing less than 30 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

STATEMENT OF WORK**Statement of Work****TP-T-01.1.0 GENERAL****TP-T-01.1.1 Campgrounds Under Contract:****J. Strom Thurmond:**

This contract provides Gatehouse/Caretaker Attendant services (with cleaning duties) for Broad River and Hesters Ferry (together) and Hawe Creek campgrounds.

Contract Dates:

Campground	Start Date	End Date	Total Days	Start Date	End Date	Total Days
	2013			2014		
Hawe Creek	March 12	Sept 30	168	March 11	Sept 29	168
Broad River & Hesters Ferry	March 5	Sep 30	180	March 5	Sep 29	180

TP-T-01.1.2 Age:

This contract will require two (2) adults, both 21 years of age or older, to be available during their shift.

TP-T-01.1.3 Scope of Work:

Services to be accomplished under this contract shall be in accordance with the Scope of Work in this contract and in the Attendant Handbook, provided during orientation.

TP-T-01.1.4 Ability:

Both individuals must be able to fulfill the requirements of the contract.

TP-T-01.1.5 Supplies:

The Gatehouse / Caretaker Attendant will be required to furnish all labor, equipment, fuel, transportation, tools, cleaning and office supplies (except as otherwise noted herein as Government furnished) necessary to provide the specified services for the duration of the contract.

TP-T-01.1.6 Contracting Officer:

The term "Contracting Officer" means the person having authority to enter into, administer, or terminate contract and make related determinations and findings. Contracting officers are responsible for ensuring performance of all necessary actions for effective contracting, ensuring

compliance with the terms of the contract and safeguarding interests of the United States in its contractual relationships.

Note: None of the services required by this contract shall be subcontracted.

TP-T-01.1.7 Terms of Contract / Duty Hours:

The terms of the contract and duty hours are specified in TP-T-2.1: Scope of Work and TP-T-2.3: Schedule of Operation.

TP-T-01.1.8 Past Performance:

All contracts shall be awarded to the lowest priced, responsible, responsive bidder, with a responsibility determination made in accordance with Federal Acquisition Regulations (FAR) 9.1, and specifically 9.104-3(b) satisfactory performance record.

Bidders shall submit with their bid, the following information to aid in the determination of responsibility:

- (1) Location, Name, General Description (Scope of Work) of at least 2 to a maximum of five contracts for similar size; complete with monetary value, and completion date.
- (2) If unable to comply with above, at least 2 to a maximum of five previous work related experience(s) within a similar industry (customer service, management, operations, etc.).
- (3) Point of contacts (names and telephone numbers) for all submitted references, so individuals may be contacted for verification.
- (4) Any supporting documentation detailing past performance within a similar industry, specific to skills in areas of customer service, gatehouse operations, computer experience, NRRS software experience (Park Suite, Field Manager, ORMS) cleaning ability / quality, management experience, financial experience, etc.

TP-T-1.2.1 PRE WORK ORIENTATION / TRAINING

TP-T-1.2.1 Orientation / Training Schedule:

All attendants shall attend a required pre-work orientation and computer training session. The orientation / training will establish the line of authority and government procedures for contractual, administrative, user fee collection, and other work related matters, including customer service and conflict management training. Orientation / training will begin at 9:00 am and conclude no later than 4:30 p.m., with a one-hour lunch break, as indicated in the tables below. Attendants will be paid for orientation and training based on your bid.

All attendants should bring the following items to pre-work orientation:

- Bond-see Section TP-T-1.5.4 Bonds
- Driver's License
- Doctor's clearance for work
- Contract
- Proof of Insurance-Attendants will be required to furnish proof of motor vehicle insurance.

Scheduled Training Days

Thurmond:

CAMPGROUND	ORIENTATION & COMPUTER TRAINING	ORIENTATION & COMPUTER TRAINING
	2013	2014
ALL campgrounds	12 -14 MAR	11 -13 MAR

TP-T-1.2.2 End of Season Campground Closure and Check-out

Thurmond: For those campgrounds which close on September 30th, Attendant Check-outs will be scheduled on or about October 1st. Attendants should expect to remain in the campgrounds through October 1st. Check-out procedures are as follows:

Gatehouses should be left clean and all personal items should be removed. Computer equipment should remain hooked-up. All campers should be checked out of the system. Attendants should create the final deposit and have the last DSR envelope ready for pick-up. All equipment should be accounted for and the property release form should be signed. All keys should be returned. User Fee and Annual Pass books should be returned. Caretaker contractors should also be certain the campground is cleaned per the schedule in TP-T-3.0 SCOPE OF WORK: CARETAKER.

TP-T-1.3.0 LIVING AREA & GATEHOUSE MAINTENANCE

TP-T-1.3.1 Authorized RV Unit:

The contractor shall furnish a factory-build, "self-contained," recreational vehicle (RV) of the travel trailer or motor home type, to be in good working condition, to serve as temporary living quarters for the duration of the contract.

TP-T-1.3.2 Unauthorized RV Unit:

Pick-up shell-type campers, pop-up tent trailers, tents, mini-travel trailers, mobile homes, converted buses, or other RV's that do not meet requirements will not be acceptable.

Note: *The contractor team shall be sole occupants of their site. Family members & friends will not live with or reside with the contractor.*

TP-T-1.3.3 RV Site:

The contractor shall maintain their RV site and gatehouse in a clean and sanitary condition at all times. Attendants shall leave the site in the same or better condition as when they arrived. Thurmond and Hartwell Lakes: One (1) full hook-up RV site/pad will be provided for each contractor at their location of work.

TP-T-1.3.4 Pets:

No livestock or gardens will be allowed on US Army Corps of Engineers property. Pets, as approved by the Government Representative, shall be on a leash no longer than six (6) feet in length or confined at all times. The keeping of pets inside or around the gatehouse is strictly prohibited.

TP-T-1.3.5 RV Personal Property:

No washers, dryers, deep freezers, or excessive personal items will be permitted around attendant's site, on or around storage sheds, or inside the gatehouse.

TP-T-1.3.6 Government Property:

Gatehouses are Government property and must be treated as such. Items may not be placed on the walls, interior or exterior, unless approved by the Chief Ranger, Recreation Section, or his / her representative. All personal items (radios, televisions, coffee machines, etc.) must be approved by the Chief Ranger or his / her representative. No cooking appliances of any kind will be placed in or around the gatehouse. Personal satellite dishes will not be installed on or around the gatehouse at Thurmond Lake.

TP-T-1.3.7 Gatehouse:

The attendant will maintain the gatehouse building interior and exterior, including all computer equipment and cables, cleaning of floors, counters, light fixtures, interior walls, windows, eaves, restroom, exterior walls, walkways, sidewalks, etc. so as to maintain a clean and professional appearance for all customers. Attendants will police the immediate area of the gatehouse and entrance for litter.

TP-T-1.3.8 Supplies:

Attendants will furnish all cleaning and office supplies (pens, pencils, stapler, tape, post-it notes, etc.). Attendants shall furnish a hose and will be required to water plants, shrubs, and flowers and also remove weeds in the median and entrance areas. The cleaning of the gatehouse and maintenance of above mentioned ground areas shall be completed on a weekly basis.

TP-T-1.3.9 Internet Service:

Because NRRS Field Manager software requires internet access, connection, e-mail accounts, and all other internet related activities by gatehouse attendants will be limited to work-related use only. This policy will be strictly enforced; policy and rules will be covered during pre-work orientation / training. All attendants will be required to sign acknowledgement that they have been advised and understand the internet policy. Contracts may be terminated for inappropriate and / or unlawful use of government provided internet. Attendants are required to check government supplied email during scheduled work days.

TP-T-1.4.0 VISITORS**TP-T-1.4.1 Visitors:**

All visitors that wish to stay as guests of the attendant will be required to lodge in the attendant's RV (maximum of 14 days) or, if in their own campers, will be required to park at a campsite and pay the regular camping fee for that site.

TP-T-1.4.2 Hook-up:

No visitors shall be allowed to use the attendant hook-ups at any time.

TP-T-1.4.3 Reserving Sites:

Attendants will not save any sites for relatives, friends, acquaintances, or guests. The attendant must also ensure that none of his / her guests, visitors, relatives, etc. remain for any prolonged period of time (5 minutes or more) within the gatehouse or immediate premises.

TP-T-1.4.4 Minors:

Specifically included in this restriction are minor dependants. No baby-sitting is allowed in or at the gatehouse.

TP-T-1.5.0 USER FEES**TP-T-1.5.1 Handling of Fees:**

All attendants will be required to handle user fees for reservations and point of sale items within the campground as directed by the Chief Ranger or his / her designated representative. Attendants will be required to mail deposits of all user fees collected to the National Recreation Reservation Service (NRRS), including the purchase of money orders as needed, on a weekly basis. Deposits will be created using the NRRS system and contractors will be expected to provide supporting documentation with deposits as required.

TP-T-1.5.2 Documentation:

Attendants will be required to prepare and submit all monies and appropriate documentation / paperwork to NRRS as well as a copy of all documentation and paperwork to the campground coordinator. All attendants must retain a copy of all paperwork for their records for a minimum of 120 days after the completion of their contract. All attendants are responsible for the cost of envelopes, money orders, postage, certified mail receipts, etc. to send monies, paperwork, documentation, etc. to NRRS.

TP-T-1.5.3 Copies:

Specific guidelines concerning the collection and transmittal of fees are covered in the Attendant Handbook and will be addressed during orientation / training. Designated representatives will pick-up copies of all financial paperwork while patrolling.

TP-T-1.5.4 Bonds:

Attendants must be fully bonded (Fidelity Bond) or insured to cover funds not received by the designated Government agency as provided for in the specifications. Attendant is required to furnish to the Government original proof of such bond. All contractors (person #1 and person #2) are required to be bonded for no less than \$5,000.00 for contracts with option years and \$2,500 for contracts without option years. The attendant will not begin work until proof of such bond has been furnished. Proof of bond must be provided to the Government no later than the day of orientation. The attendant has the option, instead of furnishing a surety or sureties on the bond, of the following:

Depositing certain United States bonds or notes in an amount equal to their par value to the penal sum of the bond;

Furnishing a certified or cashier's check, bank draft, post office money order, or currency, in an amount equal to the penal sum of the bond;

Furnishing an irrevocable, unconditional letter of credit.

These services are available through a local insurance company or bank. If unable to locate a source, please contact Campground Program Manager, Thurmond Lake phone 1-800-533-3478, ext 1130 or Chief Ranger, Recreation at ext 1121.

TP-T-1.6.0 UNIFORM DRESS & PERSONAL APPEARANCE

TP-T-1.6.1 Uniform:

Thurmond Lake: Attendants shall provide long pants, shorts, or skirts **khaki** in color with a white uniform-type (collar required) button down long or short sleeve shirt or blouse. White polo type shirts are also acceptable. **No jeans will be allowed.** Any headgear worn by the contractor while on duty must be a baseball type cap that is blue in color. For the 2013 season ONLY, it will be acceptable for attendants at Thurmond Lake to wear pants, shorts or skirts that are navy blue in color.

TP-T-1.6.2 Patches:

The Government will provide identification patches, a maximum of 6 per contract. It shall be the attendant's responsibility to sew the patches to shirts, blouses, and hats.

TP-T-1.6.3 Nametag:

All attendants shall wear Government furnished nametags while on duty. The desired name for the nametag will be collected at the orientation. The nametags shall be worn above the left shirt or blouse pocket if pin type or around the neck on a plain lanyard if badge type.

TP-T-1.6.4 Appearance:

All clothing shall be neat and clean so as to present a good image to our customers. The uniform shall be worn at all times during gatehouse hours, while attendants are on duty. Shoes shall be worn at all times and not consist of sandals, flip-flops, or open-toed shoes.

TP-T-1.7.0 ALCOHOL, WEAPONS, SMOKING

TP-T-1.7.1 Alcohol:

At no time is the attendant to possess or consume beer, wine, or other alcoholic beverages in the park while on or off duty.

TP-T-1.7.2 Weapons:

The contractors will **not** carry or possess firearms in the park (exception to this will be storage in RV of firearms used for hunting in approved areas). Objects that would be considered weapons will not be displayed as such at any time during the term of this contract.

TP-T-1.7.3 Smoking:

SMOKING WILL NOT BE PERMITTED within the gatehouse or 10 feet immediately surrounding the entire gatehouse. Attendants are to be discrete. ***Violations of these provisions may result in immediate termination of contract.***

TP-T-1.8.0 GOVERNMENT PROVIDED PROPERTY, UTILITIES, AND SUPPLIES**TP-T-1.8.1 Attendant RV Site:**

The Government will designate and provide for the attendants a camping site with electrical, sewer, local telephone service (may be a shared line), and potable water hook-ups. Occupancy of the site is limited to the attendant's recreational vehicle or camping unit, and personal vehicle(s)/vessel(s) only. ***Attendant campsites will not be renovated or otherwise modified to accommodate a particular RV / camping unit.*** Existing sites are suitably sized to accommodate vehicles up to 35' or 40' in length.

TP-T-1.8.2 Telephone:

The Government shall provide one business line with telephone number. This line runs to both the gatehouse and RV site(s). The Government is responsible for the monthly payments of the telephone bill. The Government shall provide a telephone in the gatehouse and a phone receptacle at the attendants RV site. The contractor shall provide a telephone for use in their RV. The contractor shall NOT accept collect calls or make personal long distance phone calls (unless billed to a personal phone or calling card). The contractor will maintain a log of all long distance calls made. The log shall be submitted to the lake office upon request. All calls, local or long distance, shall be limited in time.

TP-T-1.8.3 Computer Equipment:

The Government will provide a computer, printer, credit card equipment, other necessary hardware supplies, and a weather radio at each gatehouse. The attendants will be held liable for all equipment and supplies issued by the Government that is lost, damaged, and/or misplaced due to carelessness or negligence. All such equipment will be signed for by attendants on a hand receipt. One (1) Government issued answering machine will be used on the Government provided phone line, located in the gatehouse. The attendant is responsible for checking and proper follow-up of all messages during their on days of work, as indicated on the work calendar handed out at orientation/training.

TP-T-1.9.0 PAYMENT**TP-T-1.9.1 Pay Request:**

It is the responsibility of the contractor to ensure that the pay request for the month the work is performed is submitted to the Project Office by the end of each month. Corps personnel may be authorized to pick-up the pay request invoice, upon approval of the Campground Program Manager or Chief Ranger.

TP-T-1.9.2 Mailing Address:

The attendant shall furnish a mailing address to which proof of direct deposit payment remits and other necessary correspondence will be sent. It is the responsibility of the attendant to promptly notify the Chief Ranger or his/her authorized representative of any change in address. No personal mail shall be delivered to or accepted at the lake offices.

TP-T-1.9.3 Payment:

Payment will be made only for the actual number of days worked. Payment requests may not exceed the daily-prorated amount of the contract (amount per day). For example, the amount of the request may not exceed the number of days worked during the month.

TP-T-1.9.4 Absences:

All absences must be approved in advance. The Chief Ranger or his/her authorized representative, should be given as much advance notice as possible about anticipated absences. Contractors will not be paid for approved or unapproved absentee days. ***An absence by any one or both of the attendants, without prior approval, is grounds for termination of the contract.***

TP-T-1.9.5 Final Payment:

The final payment voucher will not be paid to the contractor until all funds are reconciled. Any shortage of funds may be deducted from the contractor's final payment.

TP-T-1.10.0 TERMINATION OF CONTRACT**TP-T-1.10.1 Contractor Failure:**

Failure of the contractor to provide the items and complete services listed in the Contract Specifications, Scope of Work, and the Attendant Handbook will be grounds for termination. Actions unbecoming on the part of the contractor, in the opinion of the Government, will be grounds for immediate termination. These actions include, but are not limited to:

- Consumption of alcoholic beverages or intoxication, while on duty
- Use of illegal drugs or controlled substances
- Use of inappropriate sexual language, conduct, jokes, mannerisms, expressions, cursing or harassment of visitors, customers, other contract personnel, and/or Corps of Engineers personnel
- Theft or misuse of supplies, permits, passes, etc.; or misuse of the computer and software
- Inappropriate or illegal use of Government provided internet services(s)
- Unwarranted physical contact with visitors, other contract personnel, or Corps of Engineers personnel

- Recurring verbal and/or written complaints from visitors, other contract personnel, and/or Corps of Engineers personnel for excessive control, harassment, rudeness, lack of cooperation, etc.
- Resistance to implementation of policies and programs, as directed by the Park Operations Manager, or his/her authorized representative(s)
- Unauthorized possession or discharge of a firearm/weapon, while on duty
- Failure to abide by any provision in Title 36 Part 327 Code of Federal Regulations
- Theft or improper accounting/handling of user fees collected
- Discrimination against customers, visitors, other contract personnel, or Corps of Engineers personnel, on the basis of race, color, religion, sex, national origin, marital status, disabilities, etc.
- Violations of public health and safety, including smoking in the gatehouse
- Failure to maintain a neat, clean, well-groomed personal appearance
- Inability to perform duties and job responsibilities in accordance with the Contract Specifications, Scope of Work, and Attendant Handbook

TP-T-1.10.2 Unforeseen Closure of Campground:

Contractors may be terminated if the Government determines campground attendant services are no longer needed due to unforeseen closures of a campground or its major facilities (e.g.: beach, boat ramp, restroom, campground). Unforeseen closures may include, but are not limited to, closure resulting from budget constraints, management changes, natural disasters, floods, storm damage, infrastructure failure, and/or previously unknown safety hazards.

TP-T-1.10.3 Duty of Contractor to Finish Contract:

The contractor may not terminate this contract. Breach of contract and/or voluntary termination of contract without sufficient cause, or if the contractor fails to complete the contract through the specified term, may cause the contractor to be subject to re-procurement costs. The contractor's failure to comply with the contract specifications may be grounds for suspension or disbarment for a period of time, not to exceed three years. Acceptance of the contract shall be evidence of such knowledge, approval, or acquiescence of all contract specifications.

TP-T-1.11.0 CAMPGROUND FACILITIES INVENTORY (See Appendix A)**TP-T-1.11.1 Renovations**

Any renovations, upgrades, remodeling, additions to a site/facilities, etc. that may occur at any time during this contract, will be acknowledged, in writing, and signed by both the Government and the Contractor. The Government will not consider any renovation, upgrade, remodel, and/or addition to a site/facility as a valid condition or term for negotiating an increase in contract price.

TP-T-2.0 SCOPE OF WORK: GATEHOUSE**TP-T-2.1.2 24-Hours:**

The twenty-four hour shift begins at 7 a.m. each morning and ends at 7 a.m. the following morning. Please refer to TP-T-2.3 Schedule of Operations, for specific campground gatehouse hours. A work schedule defining days on/off for each campground will be provided to all attendants at the pre-work orientation / training.

TP-T-2.1.3 Contractor Duties & Communication:

All contractors are responsible for ensuring that their work performance, or lack of, does not interfere with another contractor or volunteer and their ability to effectively and productively fulfill their contractor obligations (i.e.: lack of properly entering data into computer, not posting reserved signs, etc.). All contractors are responsible for ensuring professional and effective communication with other volunteers, contractors and Corps staff. If a misunderstanding, disagreement, conflict, etc. should arise, it is the responsibility of both parties to effectively and professionally try to resolve the issue in a quick manner. If a reasonable resolution cannot be reached by both parties, the Recreation Chief Ranger, or his/her authorized representative, should be notified as soon as possible.

TP-T-2.1.4 Email Communications

Email accounts will be established for all campground gatehouses. Email accounts will be used to communicate between the gatehouse and the Project Office. Contractors will receive updates on work orders and maintenance schedules, public service announcements, tip sheets and other non-emergency communications. Contractors will be required to check their email account during their shift.

TP-T-2.2 CAMPGROUND ENTRANCE GATE & LAW ENFORCEMENT**TP-T-2.2.1 Entrance Gates:**

Attendants will unlock and open entrance gates every morning at 7 a.m. and close/lock the entrance gate at 10 p.m.. Contractors will **immediately** open the park entrance gates to allow campers out of the area for emergencies and/or for those users who request to be let out of the campground. Contractors will also allow entry of emergency or law enforcement personnel at any time, including the hours the campground gate is closed and locked (10 p.m. – 7 a.m.). Contractors will also exercise good judgment when dealing with campers and gate closure hours. Campers are

not to be told they cannot leave/enter because the gate is closed/closing. Specific policy and rules will be covered during the pre-work orientation and training sessions.

TP-T-2.2.2 Extended Gate Hours:

Contractors may be asked to keep the entrance gate open beyond 10 p.m. or open the gates before 7 a.m. during the 2013 and 2014 seasons for various events, such as sporting events, fireworks, and other special events.

TP-T-2.2.3 Log:

A log of time and dates that law enforcement, ranger, and park attendant patrols are conducted through the campground must be kept and turned over to the lake office, upon request. Park Attendants may also be required to fill out a life jacket loaner log. (See TP-T-2.5.3)

TP-T-2.2.4 Combination Locks:

Combination locks may be implemented at campground entrance gates (with same operation hours as locked gates 10 p.m. and 7 a.m.). Contractors will be required to issue new lock combinations to registered campers on a regular basis according to project guidance, which will be issued at pre-work orientation.

TP-T-2.3 SCHEDULED HOURS OF OPERATION

TP-T-2.3.1 Gatehouse Hours of Operations:

The hours of operation are in effect for all campground contracts managed by the US Army Corps of Engineers. All contractors are responsible for proper execution of work and duties in accordance with the following specifications:

01 March through 30 September

Hawe Creek Gatehouse hours beginning March 29, 2013 and March 28, 2014:

CARETAKER^ SCHEDULE		
	OPEN	CLOSE
<i>SUNDAY</i>	<i>9 a.m.</i>	<i>6 p.m.</i>
<i>MONDAY</i>	<i>9 a.m.</i>	<i>6 p.m.</i>
<i>TUESDAY</i>	<i>CLOSED</i>	
<i>WEDNESDAY</i>	<i>9 a.m.</i>	<i>6 p.m.</i>
<i>THURSDAY</i>	<i>9 a.m.</i>	<i>6 p.m.</i>
<i>FRIDAY</i>	<i>9 a.m.</i>	<i>10 p.m.</i>
<i>SATURDAY</i>	<i>9 a.m.</i>	<i>10 p.m.</i>
<i>HOLIDAYS</i>	<i>9 a.m.</i>	<i>10 p.m.</i>

14 March through 30 September

Broad River and Hesters Ferry Gatehouse hours beginning March 15, 2013 & March 14, 2014 at Broad River & March 29, 2013 & March 28, 2014 at Hesters Ferry:

CARETAKER^ SCHEDULE			WORK LOCATION*
	OPEN	CLOSE	
SUNDAY	10 a.m.	4 p.m.	Hesters Ferry
MONDAY	10 a.m.	4 p.m.	Broad River
TUESDAY	CLOSED		
WEDNESDAY	10 a.m.	4 p.m.	Hesters Ferry
THURSDAY	10 a.m.	4 p.m.	Broad River
FRIDAY	10 a.m.	8 p.m.	Hesters Ferry
SATURDAY	10 a.m.	8 p.m.	Broad River
HOLIDAYS	10 a.m.	8 p.m.	

*Note: Attendant will work Wednesday through Monday at Broad River until Hesters Ferry Campground opens.

TP-T-2.3.2 Holiday Hours of Operations:

Holiday hours of operation for gatehouses will be worked on the following days:

2013: May 26th, July 4th, September 1st

2014: May 25th July 3rd, August 31st

TP-T-2.4 CAMPGROUND TOURS

TP-T-2.4.1 Tours / Log:

Attendants will conduct rounds of the entire campground a minimum of 3 times per day. Golf carts or scooters are permissible to complete these tours. A complete tour of the area includes checking all campsites, pit toilets, bathhouse(s), playgrounds, beaches, and all other facilities, to determine if any maintenance issues have occurred or are developing, and to notify the lake office accordingly. During routine rounds, the attendant / caretaker shall check for violations such as littering, vehicles parked on grass, lanterns hung on trees, dumping of black or gray water on or around sites, etc. All campground tours and findings will be recorded on a patrol log and made available to lake offices, upon request. (see TP-T-2.2.3)

TP-T-2.4.2 Reporting Violations:

Park Attendants will promptly report campground disturbances, violations of regulations and laws, instances of harassment, lack of cooperation, etc. to Rangers or local law enforcement, as appropriate. All major problems will be immediately reported to the lake office or Rangers on patrol. Rangers will handle each case on its own merits in accordance with professional training and discretion, and attendants will not attempt to direct, manipulate, undermine, oppose, or “second-guess” decisions made by the Ranger(s).

TP-T-2.4.3 Emergency Messages:

Attendants shall assist in the delivery of emergency messages to registered campers.

TP-T-2.5 PUBLIC RELATIONS & VISITOR ASSISTANCE

TP-T-2.5.1 Attendant Primary Role:

Because gatehouse/caretaker contractors serve such a vital role for the Corps of Engineers campground program on the frontlines to the visiting public, the primary role of a gatehouse / caretaker attendant is to quickly, professionally, and courteously assist all visitors. Their secondary role is to tactfully and respectfully educate customers of the rules and regulations in an attempt to gain compliance.

TP-T-2.5.2 Attendant Conduct:

Contractors will not order, direct, rule and/or regulate enforcement personnel. Contractors will not argue with, threaten, harass, badger, etc. uncooperative customers, campers, or visitors. Contractors shall perform their duties with professionalism befitting a public servant and the US Army Corps of Engineers. Within the context of Corps policies and regulations, contractors will provide for the needs of our visiting public and act as public relations representatives for the US Army Corps of Engineers.

TP-T-2.5.3 Life Jacket Loaner Program:

Park Attendants may be required to coordinate a life jacket loaner program.

TP-T-2.6 CAMPSITE RESERVATIONS**TP-T-2.6.1 NRRS:**

The National Recreation Reservation Service (NRRS) will provide advance campsite reservation services consisting of receiving reservation requests, bookings, collecting and processing campsite user fees, cancellations, refund requests, transmitting reservation information, help desk assistance, etc. on a daily basis to each individual campground.

The contractor will perform specific duties daily to implement the reservation program at the individual campground. These duties include, but are not limited to the following:

- receiving daily incoming camper list
- maintaining current on-site records
- posting/un-posting reserved sites if applicable
- checking site availability
- when the campground is full, contractors will post "Campground Full" signs, which will be provided by the Corps of Engineers, on the highway directional signs

TP-T-2.6.2 NRRS Software Program:

Specific duties involved in using NRRS software will be outlined in the NRRS Field Guide and will be covered in the pre-work orientation / training.

TP-T-2.6.3 Making Reservations:

Contractors will take walk-in and advance campsite reservations on-site, unless otherwise directed by the Chief Ranger or his/her authorized representative. Under no circumstances will the contractor take advance reservations over the phone.

TP-T-2.7 GATEHOUSE OPERATION & FEE COLLECTION

TP-T-2.7.1 Gatehouse Duties:

During open gatehouse hours, the contractor will collect required user fees, issue vehicle permits passes, hand out receipt copies, update all required data in the NRRS software program, deposit monies into safe, and perform other required functions as covered in the pre-work orientation / training.

TP-T-2.7.2 Manual Operation of Gatehouse:

Permits will be issued in accordance with NRRS data or manually using ENG 4457 Camping Permits (fee book) if the NRRS system is unavailable for any reason.

TP-T-2.7.3 Gatehouse Closing Procedures:

Upon closing the gatehouse, windows must be closed and secured, blinds drawn and closed, lights turned off, computer and phone lines disconnected from the wall unit, and door(s) locked and secured. The campground gate will be unlocked at 7 a.m. and locked at 10 p.m. daily. The gatehouse will be staffed in accordance with section TP-T-2.3 *Scheduled Hours of Operations*.

TP-T-2.7.4 Change Fund:

Each contract is required to have a minimum of \$100.00 personal cash on hand (change fund) to be used for the purpose of making change for campers. Personal cash **WILL NOT BE** intermingled with Government monies. Campers should be encouraged to use personal checks or credit cards to pay user fees, in order to reduce the amount of cash on hand.

TP-T-2.7.5 Brochures:

The contractor will distribute information (i.e.: pamphlets, maps, brochures, Title 36 Rules and Regulations, etc.) to all campers upon registration. The contractor will verbally communicate visiting hours, gate-close hours and lock combination, where applicable, to all registered campers. All park users will be instructed to use developed facilities in accordance with applicable regulations and to park and operate vehicles and campers only on designated roads, pull-offs, overflows, parking areas, etc.

TP-T-2.7.6 Complaints:

AT ALL TIMES, TACT, COURTESY, AND DIPLOMACY SHALL BE EXERCISED WHENEVER DEALING WITH THE PUBLIC. Repeated complaints from the general public concerning these requirements will be grounds for termination. Visitor complaints and suggestions for improving the campground shall be submitted to the lake office when received. Major complaints must be reported to the lake office as soon as possible.

TP-T-2.7.7 Recycling

Attendants will be required to place paper that can be recycled in a box designated for this purpose in the gatehouse. Rangers or volunteers will pick up boxes of paper for recycling at regular intervals throughout the season. Placement and collection of recycling bins for cans and plastics will be coordinated by rangers and volunteers as applicable.

TP-T-2.8 AUDITS & CUSTOMER CARE SURVEY

TP-T-2.8.1 Audits:

All contractors are subject to unannounced and unscheduled field audits of Government funds, property, computer transactions, change fund, and all fee collection records. In addition, an audit of the contractors' performance and compliance, as required by this contract, will also be conducted unannounced and unscheduled (i.e.: compliance to gatehouse hours of operation, uniform dress policy, Scope of Work, caretaker cleaning performance/compliance, etc.). Any discrepancies may be grounds for termination of contract. The Chief Ranger or his/her authorized representative will conduct all audit(s).

TP-T-2.8.2 Survey Reports:

All contractors will assist in the Customer Comment Card Survey. The survey will consist of handing out comment cards to campers, collecting comment cards, logging all comment cards distributed at the campground, and turning all cards in at the USACE project management office.

TP-T-2.9 ATTENDANT PERFORMANCE & EVALUATION

TP-T-2.9.1 Notification of Deficiencies:

The contractor shall be notified verbally and/or in writing of any serious or reoccurring minor deficiencies in service, as observed by the Contracting Officer, Contracting Officer Representative, or other authorized representative.

TP-T-2.9.2 Documentation of Deficiencies:

Written notifications and memorandums for record shall be prepared in triplicate by the Contracting Officer Representative or his/her authorized representative. The original will become a part of the contractor's permanent file at the Operation Manager's Office; a copy will be issued to the Attendant, and a copy will be forwarded to the Contracting Officer noted on the contract document.

TP-T-2.9.3 Correction of Deficiencies:

Upon receipt of notification of deficiency in service, the contractor will immediately correct deficiencies and/or take steps to prevent reoccurrence of the deficiency.

TP-T-2.9.4 Deficiencies of Service:

The Contract Officer, upon receipt of any "Notification of Contract Deficiency" may terminate this contract. Termination will be based on the seriousness of the deficiency.

TP-T-3.0 SCOPE OF WORK: CARETAKER**TP-T-3.1 Cleaning Schedule:**

Contractors at *Hawe Creek and Broad River and Hesters Ferry* campgrounds will schedule the cleaning and servicing of facilities, to ensure no litter or debris remains on site longer than 24-hours (reference Appendices B and C).

TP-T-4.0 CARETAKER RESPONSIBILITIES**TP-T-4.1 Proper Execution of Duties:**

The caretaker has the responsibility for proper execution of work and duties, in accordance with the following specifications:

TP-T-4.1.1 Supplies:

The caretaker will, unless otherwise specified, supply all cleaning materials and supplies needed for the cleaning and minor maintenance of each campground. These items are not reimbursable.

TP-T-4.1.2 MSDS Sheets:

Each campground caretaker shall maintain a copy of the Material Safety Data Sheets (MSDS) for all chemical-cleaning supplies. Copies shall be maintained at the campground gatehouse for ready reference.

TP-T-5.0 FREQUENCIES, DEFINITIONS, AND TIMES OF SERVICE**TP-T-5.1 Frequencies:**

The caretaker shall accomplish services in accordance with the frequencies specified in Appendix B. Failure to complete the services in accordance with the frequencies in Appendix B will be grounds for termination. Cleaning deficiencies occurring on a continuous basis will result in a monetary deduction of the caretaker's monthly invoice. Deduction will be based on the total cost incurred by the Government (resulting in a separate contractor being brought into perform the cleaning services).

TP-T-5.1.1 Campground Initial Cleaning:

Prior to opening day of the campground, the caretakers shall have approximately five (5) days to clean ALL areas of the campground (comfort stations, impact sites, playground, beaches, fish cleaning stations, etc.). Cleaning of all roads and roadways within the park area shall be included in this requirement. Attendants will begin cleaning the boat ramp during this time.

TP-T-6.0 SANITARY FACILITIES (Comfort Stations, Bath Houses, Pit Toilets)**TP-T-6.1 Facilities:**

Inspect, deodorize, and clean, as applicable, all inside fixtures, partitions, floors, walls, ceilings, doors, and windows by: sweeping, and thoroughly washing or flushing with water containing chemical and detergent.

TP-T-6.2 Cleaned Surfaces:

All recently wet surfaces that are cleaned are to be dried before use of the facility by the public. No standing water, slick, slippery, or wet areas are to be left after cleaning.

TP-T-6.3 Toilet Fixtures:

All toilet fixtures shall be scrubbed with a cleaning compound until clean and all stains removed. After cleaning they shall be disinfected.

TP-T-6.4 Wet Interior Areas:

Shower stalls, curtains, and other interior areas subject to wet or damp conditions shall be kept free of mold, mildew, fungi, and other biological formations. The government will supply replacement shower curtains, as needed.

TP-T-6.5 Urinals:

All urinals shall be cleaned and supplied with a cake deodorant and screen.

TP-T-6.6 Shiny Surfaces:

All chrome, stainless steel, glass, and other shiny surfaces shall be polished and left in a clean and dry condition.

TP-T-6.7 Insects:

All insects, insect nests, webs shall be removed from louvers, screens, doors, windows, inside and outside walls, ceilings, eaves, and recesses.

TP-T-6.8 Toilet Paper:

Furnish, distribute, replace roll toilet tissue and paper towels, as needed to assure an adequate supply at all times.

TP-T-6.9 Outside Grounds of Facilities:

In conjunction with cleaning of the building, all outside grounds and facilities associated with the building shall be cleaned, including walls, paved parking areas, water fountains, and beaches.

TP-T-6.10 Light Bulbs:

Replace, as needed, all inoperable light bulbs in both interior and exterior fixtures. The Government shall furnish all light bulbs.

TP-T-6.11 Clogs:

All sinks, toilets, and water fountains shall be unclogged, as needed.

TP-T-6.12 Graffiti:

Remove any drawings, writing, graffiti, etc. that can be removed with commercially available cleaners.

TP-T-6.13 Pit Toilets:

All rustic and/or pit toilet walls and vaults shall be treated with an approved deodorant.

TP-T-6.14 Water Fountains:

All water fountains shall be kept clean, free of foreign material, and in a sanitary condition.

TP-T-7.0 IMPACT SITES (Shelters and Campsites)**TP-T-7.1 Screening:**

All screenings shall be raked level and all vegetation, living and dead, shall be removed. All other debris shall be removed.

TP-T-7.2 Tables:

All tables shall be cleaned by mopping and scrubbing. Insect nests will be removed by scraping and/or washing.

TP-T-7.3 Refuse:

All refuse from each campsite and vicinity shall be removed.

TP-T-7.4 Rope, Lines, and Nails:

Remove all ropes, clotheslines, nails, wire, etc., from each campsite impact area, surrounding vicinity, surrounding trees and lantern poles.

TP-T-7.5 Impact Grounds and Facilities:

All associated grounds and facilities, such as parking areas, step, walks, etc. shall be clean of litter; including, but not limited to pop-tops, candy wrappers, cigarettes, and other small debris.

TP-T-8.0 GRILLS AND FIRE RINGS**TP-T-8.1 Grease:**

All grease shall be removed from grills and adjacent work surfaces.

TP-T-8.2 Ashes:

Remove all ash, charcoal briquettes, wood, and all other debris from within and around grills and fire rings and dispose of off-site, in an appropriate container. "Off-site" means placing cold ash in bags and placing in trash receptacle. Remove ash, charcoal briquettes, wood, and all other debris from fire rings.

TP-T-9.0 LITTER, REFUSE, AND DEBRIS PICKUP OF ALL AREAS**TP-T-9.1 Transportation:**

All vehicles used to transport refuse and debris shall be street legal and kept in a clean and safe condition, including golf carts and scooters.

TP-T-9.2 Hauling:

All litter, refuse, and debris shall be hauled in a manner so as no refuse or effluent will be lost on the roadways, parking lots, etc.

TP-T-9.3 Litter Pick Up:

The caretaker shall pick up all litter, including small items, such as cigarette butts, pop tops, candy wrappers, vegetative debris, and other small litter items, down to the water's edge from the following areas:

- a) Playgrounds
- b) Campsites
- c) Trails
- d) Sanitary facilities
- e) Picnic Shelters
- f) Walkways, overlooks, trails
- g) Fish cleaning stations and fishing piers
- h) Boat ramps
- i) Road shoulders to park area limits
- j) Parking lots
- k) impact sites
- l) Play fields
- m) Central refuse depository (trash dumpster)
- n) Other areas within campground boundary line

TP-T-9.4 Refuse Collection:

All refuse and litter collected by the Caretaker will be deposited in a central location in each campground, as identified by the Chief Ranger or his/her authorized representative. All tops of bags will be secured so as no refuse or litter will escape in and around the central dumpster(s). Removal of accumulated waste in dumpster(s) will be accomplished by a separate Government contract and will not be the responsibility of the Caretaker.

TP-T-10.0 SANITARY DUMP STATION**TP-T-10.1 Concrete Surfaces:**

All concrete surfaces and fixtures shall be cleaned and disinfected by mopping surface. Unclog all drains, as needed.

TP-T-11.0 FISHING PIERS AND COURTESY DOCKS**TP-T-11.1 Cleaning:**

Clean all slabs, railings, patios, benches, floors, steps, and sidewalks; remove all bottles, cans, paper, and animal carcasses.

TP-T-12.0 FISH CLEANING STATIONS**TP-T-12.1 Cleaning:**

Clean and disinfect all concrete slabs, wooden and metal surfaces. Notify Thurmond Lake Office when stations need to be pumped.

TP-T-12.2 Light Bulbs:

Burned out light bulbs shall be replaced in and outside all facilities. All light bulbs shall be furnished by the Government.

TP-T-12.3 Tabletops:

Cleaning tabletops and troughs shall be accomplished by thoroughly washing down and cleaning with approved disinfectants.

TP-T-12.4 Fish Entrails:

All fish entrails, scales, etc. will be flushed through the station's disposal system or removed. Fish heads and other materials that may clog the disposal drain shall be removed and placed in trash bags for disposal.

TP-T-12.5 Cobwebs:

All fish cleaning stations shall be kept free of cobwebs, insect nests, etc.

TP-T-13.0 PICNIC SHELTERS**TP-T-13.1 Cleaning:**

Clean all structures including tables, benches, eaves, floors, fireplaces, and grills. All outside grounds and facilities associated with the shelter shall be cleaned, including walks, steps, water fountains, benches, and grounds to the water's edge.

TP-T-14.0 SEPTIC TANKS**TP-T-14.1 Pumping:**

The caretaker will report sites needing pumping to the Chief Ranger or his/her authorized representative at the lake office.

TP-T-15.0 PLAYGROUNDS**TP-T-15.1 Cleaning:**

All playground sand / screenings will be raked to fill in holes and remove any covered debris and/or hazardous material which would be a danger to the public (i.e.: broken glass, nails, sharp stones, pop tops, bottle caps, etc.) Weeds and grass, living and dead, shall be removed by any method necessary, with the exception of chemical removal, which shall not be used at any time.

TP-T-15.2 Inspections:

Playground equipment will be inspected during raking operations to ensure all equipment is free of debris (substances that could cause an individual to slip while using the equipment and any unauthorized items attached to the playground equipment, i.e.: rope clothesline, etc. which pose a hazard). Broken equipment will be reported to the Chief Ranger or his/her designated representative at the lake office.

TP-T-16.0 BEACHES**TP-T-16.1 Cleaning:**

All beaches shall be raked to fill in holes and to remove any covered debris and/or hazardous materials, which would be a danger to the public (i.e.: broken glass, nails, sharp stones, pop tops, bottle caps, etc.). Weeds and grass, living and dead, shall be removed by any method necessary, with the exception of chemical removal, which shall not be used at any time.

TP-T-17.0 ELECTRICAL AND WATER HOOK-UPS**TP-T-17.1 Cleaning:**

All electrical and water hook-ups will be cleaned of any foreign matter and/or insect nests. This includes the interior of the electrical hookup boxes and mouth opening of the water faucets.

Caretakers will not perform any maintenance to electrical service or breakers.

TP-T-18.0 ROADWAYS**TP-T-18.1 Cleaning:**

The caretaker shall ensure that any debris (broken glass, nails, downed tree limbs, leaves, etc.) that poses a hazard to vehicular traffic be removed to campground's boundary line, immediately upon detection.

TP-T-18.2 Natural Debris:

All natural debris such as limbs found on the roadway or shoulder shall be disposed of by moving to the side of the road and concealed by the woods.

TP-T-18.3 Pine Straw / Leaves:

In addition to TP-T-5.2 Campground Initial Cleaning, roadways shall have regular or routine removal of fallen pine straw, needles, and leaves. The caretaker shall ensure that pine straw, cones, and/or other natural debris is removed from all asphalt roadways within the project limits of each campground; this will be completed on a weekly basis.

TP-T-19.0 OTHER FACILITIES**TP-T-19.1 Facilities:**

All signs, bulletin boards, wooden walkways, gatehouses, picnic tables, benches, etc. are included in this category. These facilities will be kept free of stains, paper, cans, bottles, and other debris. Any damage that is noticed is to be reported to lake office as soon as possible.

TP-T-20.0 OTHER CONTRACTS**TP-T-20.1 Grass Mowing:**

Grass mowing at Hawe Creek shall be accomplished by another government contract. Grass mowing at Broad River and Hesters Ferry will be accomplished by the successful bidder of this contract and will also include mowing at Morrah's Ramp and Gill Point recreation Area. The

caretaker shall remove all grass trimmings, pine straw, etc., resulting from mowing and trimming operations within 24-hours. Areas include the impact sites, walkways, beaches, playgrounds, etc.

TP-T-20.2 Maintenance Contracts:

Maintenance of campground facilities, to include mechanical and electrical, will also be performed by other Government contractors.

TP-T-20.3 Light Bulbs:

The Government will furnish standard incandescent light bulbs for caretakers to replace when light bulbs have burnt out.

TP-T-21.0 ROAD & ROAD SHOULDERS

TP-T-21.1 Cleaning:

On a monthly basis, the caretaker shall pick up all litter (i.e.: bottles, cans, paper products, bags, limbs that pose a threat to vehicular traffic, etc.) along the road and road shoulders outward from the campground entrance to the distance specified in Appendix E.

**US ARMY CORPS OF ENGINEERS
SAVANNAH DISTRICT
APPENDICES**

APPENDIX A: Campground Facilities Inventory and Maps

APPENDIX B: Required Cleaning Frequencies- Hawe Creek

APPENDIX C: Required Cleaning Frequencies- Hesters Ferry & Broad River

APPENDIX D: Campground Statistics

APPENDIX E: Distance from campground entrance to clean along road/road shoulders

**APPENDIX A
CAMPGROUND FACILITIES INVENTORY**

Any renovation, upgrades, remodeling, additions to site/facilities, etc. that may occur at a campground during the period of this contract, will not be considered by the Government as valid conditions and/or terms for negotiation to increase price.

Any renovations, upgrades, remodeling, additions to site/facilities, etc. that may occur at a campground or at any time during the period of the contract will be acknowledged in writing and signed by both the Government and the Contractor.

THURMOND DAM & LAKE

AREA: Hawe Creek

FACILITY TYPE:	Estimated Quantity:
Gatehouse	1
Camp Sites	34
Comfort Station	2
Group Camp Area	0
Pit / Vault Toilets	1
Play Ground	0
Beach	0
Group Picnic Shelter	0
Trails	0
Boat Ramp	1
Fish Cleaning Station	0
Dump Station	1
Courtesy Dock	1
Fishing Pier	0
Historical Site	0

AREA: Broad River

FACILITY TYPE:	Estimated Quantity:
Gatehouse	1
Camp Sites	31
Comfort Station	1
Group Camp Area	0
Pit / Vault Toilets	2
Play Ground	0
Beach	0
Group Picnic Shelter	0
Trails	0
Boat Ramp	1
Fish Cleaning Station	1
Dump Station	1
Courtesy Dock	1
Fishing Pier	0
Historical Site	0

AREA: Hesters Ferry

FACILITY TYPE:	Estimated Quantity:
Gatehouse	1
Camp Sites	26
Comfort Station	1
Group Camp Area	0
Pit / Vault Toilets	4
Play Ground	0
Beach	0
Group Picnic Shelter	0
Trails	0
Boat Ramp	1
Fish Cleaning Station	0
Dump Station	1
Courtesy Dock	1
Fishing Pier	0
Historical Site	0

APPENDIX B**REQUIRED FREQUENCIES / TIMES OF SERVICES Hawe Creek****1. SHOWER HOUSES & COMFORT STATIONS (TP-T-6.0)**

- a. Shower buildings and comfort stations shall be cleaned at least daily; no less than six days a week.
- b. Cleaning of all shower buildings and comfort stations shall be completed no later than 11:00 a.m. each day.
- c. The caretaker is responsible for monitoring these facilities to determine if additional cleaning is needed, in order to maintain clean, sanitary facilities.
- d. An inspection of shower buildings and comfort stations shall be made between 5 p.m. and 7 p.m.. This second cleaning, as a minimum, shall consist of sweeping up any mud, sand, debris, etc., replenishing toilet tissue, cleaning commodes, wiping mirrors, cleaning sink tops, etc. Should any dirty or unsanitary condition exist, it shall be cleaned and disinfected to prevent contamination of the facility.

2. CLEANING OF VAULT TOILETS / PIT TOILETS (TP-T-6.0)

- a. Vault / pit toilets shall be cleaned at a minimum daily, no less than six days a week. Work shall be completed no later than 12:00 noon. The caretaker is responsible for monitoring these facilities to determine if additional cleaning is necessary in order to maintain clean, sanitary facilities.

3. IMPACT SITES: CAMPSITES & SHELTERS (TP-T-7.0 & TP-T-13.0)

- a. Cleaning shall be required on tables, screening, seat boards, and other associated grounds after a camper departs and prior to a camper arriving.
- b. Raking will be required no less than once per day, as a minimum.
- c. Campsites shall be immediately cleaned and raked, upon departure of camper(s), to include proper cleaning of fire pit(s) and grill(s).

4. GRILLS & FIRE RINGS (TP-T-8.0)

- a. Grills and fire rings shall be cleaned daily, as needed.

5. LITTER, REFUSE, & DEBRIS PICKUP, ALL AREAS (TP-T-8.0)

- a. Litter and debris shall be picked up daily.

6. LITTER PICKUP (TP-T-9.0)

- a. Litter shall be picked up in accordance with TP-T-9.0.

7. SANITARY DUMP STATION (TP-T-10.0)

- a. Cleaning is to be done on a daily basis, as needed.

8. FISHING PIERS & COURTESY DOCKS (TP-T-11.0)

- a. Cleaning shall be done on a daily basis

9. FISH CLEANING STATIONS (TP-T-12.0)

- a. Not applicable.

10. PICNIC SHELTERS (TP-T-13.0)

- a. Not applicable.

11. SEPTIC TANKS (TP-T-14.0)

- a. The caretaker will report to the lake office when pumping is needed.

12. PLAYGROUNDS (TP-T-15.0)

- a. Not applicable.

13. BEACHES (TP-T-16.0)

- a. Not applicable.

14. WATER & HOOK UPS (TP-T-17.0)

- a. Cleaning shall be done on a daily basis.

15. ROADWAYS (TP-T-18.0)

- a. Any debris that poses a danger to vehicular traffic shall be removed immediately upon detection.
- b. Pine straw, leaves, cones, other natural debris, etc. shall be removed weekly.

16. OTHER FACILITIES (TP-T-19.0)

- a. Facilities shall be cleaned on a daily basis.

17. ROAD & ROAD SHOULDERS (TP-T-21.0)

- a. Facilities shall be cleaned on a monthly basis.

APPENDIX C**REQUIRED FREQUENCIES / TIMES OF SERVICES Hesters Ferry & Broad River****1. SHOWER HOUSES & COMFORT STATIONS (TP-T-6.0)**

- a. Shower buildings and comfort stations shall be cleaned as needed in order to meet requirements in TP-T-6.0.
- b. The caretaker is responsible for monitoring these facilities to determine if additional cleaning is needed, in order to maintain clean, sanitary facilities.
- c. An inspection of shower buildings and comfort stations shall be made between 5 p.m. and 7 p.m. This second cleaning, as a minimum, shall consist of sweeping up any mud, sand, debris, etc., replenishing toilet tissue, cleaning commodes, wiping mirrors, cleaning sink tops, etc. Should any dirty or unsanitary condition exist, it shall be cleaned and disinfected to prevent contamination of the facility.

2. CLEANING OF VAULT TOILETS / PIT TOILETS (TP-T-6.0)

- a. Vault / pit toilets shall be cleaned as needed in order to meet requirements in TP-T-6.0. The caretaker is responsible for monitoring these facilities to determine if additional cleaning is necessary in order to maintain clean, sanitary facilities.

3. IMPACT SITES: CAMPSITES & SHELTERS (TP-T-7.0 & TP-T-13.0)

- a. Cleaning shall be required on tables, screening, seat boards, and other associated grounds after a camper departs and prior to a camper arriving.
- b. Raking will be required on an as needed basis in order to meet requirements in TP-T-7.0.
- c. Campsites shall be immediately cleaned and raked, upon departure of camper(s), to include proper cleaning of fire pit(s) and grill(s).

4. GRILLS & FIRE RINGS (TP-T-8.0)

- a. Grills and fire rings shall be cleaned upon departure of camper(s).

5. LITTER, REFUSE, & DEBRIS PICKUP, ALL AREAS (TP-T-8.0)

- a. Litter and debris shall be picked as needed in order to meet requirements in TP-T-8.0.

6. LITTER PICKUP (TP-T-9.0)

- a. Litter shall be picked up in accordance with TP-T-9.0.

7. SANITARY DUMP STATION (TP-T-10.0)

a. Cleaning is to be done as needed in order to meet requirements in TP-T-10.0.

8. FISHING PIERS & COURTESY DOCKS (TP-T-11.0)

a. Cleaning shall be done as needed in order to meet requirements in TP-T-11.0.

9. FISH CLEANING STATIONS (TP-T-12.0)

a. Cleaning shall be done as needed in order to meet requirements in TP-T-12.0.

10. PICNIC SHELTERS (TP-T-13.0)

Not applicable.

11. SEPTIC TANKS (TP-T-14.0)

a. The caretaker will report to the lake office when pumping is needed.

12. PLAYGROUNDS (TP-T-15.0)

Not applicable.

13. BEACHES (TP-T-16.0)

Not applicable.

14. WATER & HOOK UPS (TP-T-17.0)

a. Cleaning shall be done as needed in order to meet requirements in TP-T-17.0.

15. ROADWAYS (TP-T-18.0)

a. Any debris that poses a danger to vehicular traffic shall be removed immediately upon detection.

b. Pine straw, leaves, cones, other natural debris, etc. shall be removed weekly.

16. OTHER FACILITIES (TP-T-19.0)

a. Facilities shall be cleaned as needed in order to meet requirements in TP-T-19.0.

17. ROAD & ROAD SHOULDERS (TP-T-21.0)

a. Facilities shall be cleaned on a monthly basis.

**APPENDIX D
CAMPGROUND STATISTICS**

Average Campground Visitation

Thurmond Dam & Lake	FY 10
Broad River	4,442
Hawe Creek	6,207
Hesters Ferry	2,805

Campground Revenue

Thurmond Dam & Lake	FY11	FY12
Broad River	\$19,566.61	\$10,365.45
Hawe Creek	\$39,100.22	\$39,004.34
Hesters Ferry	\$12,184.14	\$13,509.27

Approximate Mileage Between Campground and Closest Post Office (one-way)

Mailboxes are provided at some campgrounds. Post offices may be subject to closure by USPS.

Thurmond:

Hesters Ferry: 15 miles – Tignall, GA or 18 miles – Lincolnton, GA
 Broad River: 11.82 miles – Tignall, GA; 18.82 miles – Elberton, GA
 Hawe Creek: 5.84 miles – McCormick, SC

Previous Award Bid Prices (per-day)

	2011	2012
Broad River	\$110.00	N/A
Hawe Creek	\$110.00	\$125.00
Hesters Ferry	\$110.00	N/A
Broad River & Hesters Ferry	N/A	\$150.00

APPENDIX E
DISTANCE OF CAMPGROUND ROAD TO CLEAN
(No roads to clean at Hartwell Lake)

CAMPGROUND	DISTANCE (In Feet)
Broad River	100
Hawe Creek	300
Hesters Ferry	300

**Quality Assurance Plan
Park Attendant Contracts**

J. Strom Thurmond Dam and Lake

1. The Corps of Engineers' Savannah District utilizes contract Park Attendant/Caretakers to provide daily customer service activities at Corps operated campgrounds located at the Hartwell and J. Strom Thurmond projects. Park Attendant/Caretaker duties include, but are not limited to, operation of the campground gate house/entrance station, reservation system management using the National Recreation Reservation Service (NRRS), fee collection, park patrols, minor facility cleaning, and provision of campground and project information to visitors.
2. To insure that contract Park Attendant/Caretakers are performing their duties in compliance with the requirements of the contract, Hartwell and Thurmond project personnel perform routine quality assurance as outlined below.
 - a. Upon reporting to work, all Park Attendant/Caretaker personnel are provided a thorough orientation/training. Training consists of classroom and on site in depth instruction regarding the various aspects of the duties to be performed. Corps personnel routinely follow up the initial orientation/training with numerous site visits within the first few weeks of the contract to insure that contract personnel fully understand the requirements of the job and are performing at a satisfactory level that meets Corps' expectations.
 - b. Following initial orientation/training, contractor personnel are subject to routine unannounced field audits. These audits consist of verifying that all funds collected are accounted for and properly secured. The audit also evaluates the appearance and condition of the campground gatehouse/entrance and Park Attendant/Caretaker living areas to insure they are being maintained in a satisfactory condition. On contracts where minor facility cleaning is a requirement, park facilities such as restrooms, shelters, etc. are inspected to rate contractor performance in maintaining the facilities in compliance with contract requirements. In addition to the above actions, Corps personnel also interview randomly selected campers/visitors to inquire about the service provided by the Park Attendant/Caretakers, i.e. were they charged the correct fees, were the attendants helpful and courteous, were attendants knowledgeable and responsive to questions, overall professionalism of attendants, etc.
 - c. Upon the completion of each scheduled shift, Park Attendant/Caretaker personnel create a deposit summary report to document collection of monies received during the

- shift. The summary report details all money collected, broken down by cash, check and credit card. This report is mailed via certified mail to NRRS by the Park Attendant/Caretaker and includes a cashier's check or money order for cash received. A deposit detail report and copy of the cashier's check or money order is then submitted to the appropriate Corps personnel for review and filing.
- d. Evaluations of Park Attendant/Caretaker personnel, in addition to above referenced audits, are performed as necessary. Any customer complaints related to contractor performance are immediately addressed. It is recommended that customers put complaints in the form of a letter to fully outline the nature of the complaint, thus allowing the attendant an opportunity to respond. All information is then fully evaluated by the appropriate Corps personnel to provide a response and take corrective actions as necessary. Formal written complaints are maintained in the contractor's official file.
 - e. In addition to above referenced inspections/audits, contractor personnel are subject to routine/daily surveillance by Corps' personnel patrolling the parks to insure compliance with all park regulations and contract requirements. Any noted discrepancies are immediately reported to the appropriate Corps POC for follow up with the contractor.
3. Items of non-compliance with contract requirements or violation of posted rules and regulations by Park Attendant/Caretaker personnel may result in disciplinary action in the form of a written documentation to file, CURE letter, or termination of contract.

CLAUSES INCORPORATED BY FULL TEXT

52.204-7 CENTRAL CONTRACTOR REGISTRATION (FEB 2012)

(a) Definitions. As used in this clause--

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

52.209-10 Prohibition on Contracting With Inverted Domestic Corporations. (MAY 2012)

(a) Definitions. As used in this clause--

Inverted domestic corporation means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

Subsidiary means an entity in which more than 50 percent of the entity is owned--

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

(b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, the Government may be prohibited from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(c) Exceptions to this prohibition are located at 9.108-2.

(End of clause)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (FEB 2012)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the

satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUL 2012)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Feb 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

___ (6) 52.209-6, Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

___ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).

___ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

___ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

___ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (11) [Reserved]

X (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

___ (ii) Alternate I (NOV 2011).

___ (iii) Alternate II (NOV 2011).

___ (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

___ (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

___ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (Oct 2001) of 52.219-9.

___ (iii) Alternate II (Oct 2001) of 52.219-9.

___ (iv) Alternate III (Jul 2010) of 52.219-9.

____ (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

____ (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

____ (18) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

____ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

____ (ii) Alternate I (June 2003) of 52.219-23.

____ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

____ (21) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

____ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

X (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2)).

____ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) (15 U.S.C. 637(m)).

____ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012) (15 U.S.C. 637(m)).

X (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (MAR 2012) (E.O. 3126).

X (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

X (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).

X (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

X (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

X (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (34) 52.222-54, Employment Eligibility Verification (Jul 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

____ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

____ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

____ (ii) Alternate I (Dec 2007) of 52.223-16.

____ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

____ (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

____ (40)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (MAY 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).

____ (ii) Alternate I (Mar 2012) of 52.225-3.

____ (iii) Alternate II (Mar 2012) of 52.225-3.

____ (iv) Alternate III (Mar 2012) of 52.225-3.

____ (41) 52.225-5, Trade Agreements (MAY 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

____ (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)

____ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

____ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

____ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

____ (48) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

____ (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

____ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

____ (51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

____ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

X (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

X (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 351, et seq.).

____ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

____ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

____ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 1998) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within TBD (insert the period of time within which the Contracting Officer may exercise the option); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed the base and option year period as determined by the Contracting Officer.

(End of clause)

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)

(a) Definition.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) Applicability. This clause applies only to--

(1) Contracts that have been totally set aside or reserved for small business concerns; and

(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(d) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(End of clause)

52.219-13 Notice of Set-Aside of Orders (Nov 2011)

The Contracting Officer will give notice of the order or orders, if any, to be set aside for small business concerns identified in 19.000(a)(3) and the applicable small business program. This notice, and its restrictions, will apply only to the specific orders that have been set aside for any of the small business concerns identified in 19.000(a)(3).

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2012)

(a) Definitions. As used in this clause--

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

- (1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.
- (2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.
- (3) For long-term contracts--
 - (i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
 - (ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS

code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it () is, () is not a small business concern under NAICS Code 721211- assigned to contract number .

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

52.222-3 CONVICT LABOR (JUN 2003)

(a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.

(b) The Contractor is not prohibited from employing persons--

(1) On parole or probation to work at paid employment during the term of their sentence;

(2) Who have been pardoned or who have served their terms; or

(3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

(i) The worker is paid or is in an approved work training program on a voluntary basis;

(ii) Representatives of local union central bodies or similar labor union organizations have been consulted;

(iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;

(iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(v) The Attorney General of the United States has certified that the work-release laws or **regulations** of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

52.222-19 CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (MAR 2012)

(a) Applicability. This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in--

(1) Canada, and the anticipated value of the acquisition is \$25,000 or more;

(2) Israel, and the anticipated value of the acquisition is \$50,000 or more;

(3) Mexico, and the anticipated value of the acquisition is \$77,494 or more; or

(4) Armenia, Aruba, Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan or the United Kingdom and the anticipated value of the acquisition is \$202,000 or more.

(b) Cooperation with Authorities. To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, or the equivalent at 2.212-3(i), the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.

(c) Violations. The Government may impose remedies set forth in paragraph (d) for the following violations:

(1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.

(2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.

(3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.

(4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)

(d) Remedies. (1) The Contracting Officer may terminate the contract.

(2) The suspending official may suspend the Contractor in accordance with procedures in FAR Subpart 9.4.

(3) The debarring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR Subpart 9.4.

(End of clause)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

52.222-26 EQUAL OPPORTUNITY (MAR 2007)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b)(1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities (41 CFR 60-1.5).

(c) (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment

advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

(End of clause)

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

- (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
- (iii) Rates of pay or any other form of compensation and changes in compensation;
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
- (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the Contractor, including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings. (1) The Contractor agrees to post employment notices stating--

- (i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and
- (ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007)

(a) Definitions. As used in this clause--

"Act," means the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

"Contractor," when this clause is used in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage

determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) Successor Contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth

such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to Employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Safe and Sanitary Working Conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records. (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act--

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Certification. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision--

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

- (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
- (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and
- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (SEP 2009)

- (a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.
- (b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
- (c) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351, et seq.), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.
- (d) The contract price, contract unit price labor rates, or fixed hourly labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:
 - (1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;
 - (2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or
 - (3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.
- (e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (d) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and

workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract), and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates, or fixed hourly rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

(End of clause)

52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)

(a) Definitions. As used in this clause--

Coercion means--

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person--

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of--

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

Severe forms of trafficking in persons means--

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) Policy. The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not--

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract; or

(3) Use forced labor in the performance of the contract.

(c) Contractor requirements. The Contractor shall--

(1) Notify its employees of--

(i) The United States Government's zero tolerance policy described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification. The Contractor shall inform the Contracting Officer immediately of--

(1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and

(2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in --

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(6) Suspension or debarment.

(f) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(g) Mitigating Factor. The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/g/tip>.

(End of clause)

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

(a) Definitions. As used in this clause--

Driving—

(1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

Text messaging means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving, dated October 1, 2009.

(c) The Contractor is encouraged to--

(1) Adopt and enforce policies that ban text messaging while driving--

(i) Company-owned or -rented vehicles or Government-owned vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct initiatives in a manner commensurate with the size of the business, such as--

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold.

(End of clause)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.237-1 SITE VISIT (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of provision)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of clause)

52.247-6 FINANCIAL STATEMENT (APR 1984)

The offeror shall, upon request, promptly furnish the Government with a current certified statement of the offeror's financial condition and such data as the Government may request with respect to the offeror's operations. The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for information will subject the offer to possible rejection on responsibility grounds.

(End of provision)

252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011)

(a) Definition. Covered DoD official, as used in this clause, means an individual that--

(1) Leaves or left DoD service on or after January 28, 2008; and

(2)(i) Participated personally and substantially in an acquisition as defined in 41 U.S.C. 131 with a value in excess of \$10 million, and serves or served--

(A) In an Executive Schedule position under subchapter II of chapter 53 of Title 5, United States Code;

(B) In a position in the Senior Executive Service under subchapter VIII of chapter 53 of Title 5, United States Code; or

(C) In a general or flag officer position compensated at a rate of pay for grade O-7 or above under section 201 of Title 37, United States Code; or

(ii) Serves or served in DoD in one of the following positions: Program manager, deputy program manager, procuring contracting officer, administrative contracting officer, source selection authority, member of the source selection evaluation board, or chief of a financial or technical evaluation team for a contract in an amount in excess of \$10 million.

(b) The Contractor shall not knowingly provide compensation to a covered DoD official within 2 years after the official leaves DoD service, without first determining that the official has sought and received, or has not received after 30 days of seeking, a written opinion from the appropriate DoD ethics counselor regarding the applicability of post-employment restrictions to the activities that the official is expected to undertake on behalf of the Contractor.

(c) Failure by the Contractor to comply with paragraph (b) of this clause may subject the Contractor to rescission of this contract, suspension, or debarment in accordance with 41 U.S.C. 2105(c).

(End of clause)

252.204-7004 ALTERNATE A, CENTRAL CONTRACTOR REGISTRATION (SEP 2007)

(a) Definitions. As used in this clause--

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service, and has marked the records “Active.” The Contractor will be required to provide consent for TIN validation to the Government as part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (NOV 2012)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

___ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) ___ 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (SEP 2011) (Section 847 of Pub. L. 110-181).

(2) ___ 252.203-7003, Agency Office of the Inspector General (APR 2012)(section 6101 of Pub. L. 110-252, 41 U.S.C. 3509).

(3) ___ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(4) ___ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (JUN 2012) (15 U.S.C. 637).

(5) ___ 252.219-7004, Small Business Subcontracting Plan (Test Program) (JAN 2011) (15 U.S.C. 637 note).

(6)(i) ___ 252.225-7001, Buy American and Balance of Payments Program (JUN 2012) (41 U.S.C. chapter 83, E.O. 10582).

(ii) ___ Alternate I (OCT 2011) of 252.225-7001.

(7) ___ 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(8) ___ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUN 2012) (10 U.S.C. 2533b).

(9) ___ 252.225-7012, Preference for Certain Domestic Commodities (JUN 2012) (10 U.S.C. 2533a).

(10) ___ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

- (11) ____ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (JUN 2011) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).
- 12) ____ 252.225-7017, Photovoltaic Devices (NOV 2012) (Section 846 of Pub. L. 111-383).
- 13)(i) ____ 252.225-7021, Trade Agreements (NOV 2012) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (ii) ____ Alternate I (OCT 2011) of 252.225-7021.
- (iii) ____ Alternate II (OCT 2011) of 252.225-7021.
- (14) ____ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (15) ____ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (16)(i) ____ 252.225-7036, Buy American Act—Free Trade Agreements—Balance of Payments Program (NOV 2012) (41 U.S.C. chapter 83 and 19 U.S.C. 3301 note).
- (ii) ____ Alternate I (JUN 2012) of 252.225-7036.
- (iii) ____ Alternate II (NOV 2012) of 252.225-7036.
- (iv) ____ Alternate III (JUN 2012) of 252.225-7036.
- (v) ____ Alternate IV (NOV 2012) of 252.225-7036.
- (vi) ____ Alternate V (NOV 2012) of 252.225-7036.
- (17) ____ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (18) ____ 252.225-7039, Contractors Performing Private Security Functions (JUN 2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).
- (19) ____ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
- (20) ____ 252.227-7013, Rights in Technical Data--Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).
- (21) ____ 252.227-7015, Technical Data—Commercial Items (DEC 2011) (10 U.S.C. 2320).
- (22) ____ 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2012), if applicable (see 227.7102-4(c))(10 U.S.C. 2321).
- (23) ____ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
- (24) ____ 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84)
- (25) ____ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).

- (26) ____ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (27) ____ 252.246-7004, Safety of Facilities, Infrastructure, and Equipment For Military Operations (OCT 2010) (Section 807 of Pub. L. 111-84).
- (28) ____ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).
- (29)(i) ____ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (ii) ____ Alternate I (MAR 2000) of 252.247-7023.
- (iii) ____ Alternate II (MAR 2000) of 252.247-7023.
- (iv) ____ Alternate III (MAY 2002) of 252.247-7023.
- (30) ____ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR (2000) (10 U.S.C. 2631).
- (31) ____ 252.247-7027, Riding Gang Member Requirements (OCT 2011) (Section 3504 of Pub. L. 110-417).
- c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:
- (1) 252.225-7039, Contractors Performing Private Security Functions (JUN 2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).
- 2) 252.227-7013, Rights in Technical Data--Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).
- (3) 252.227-7015, Technical Data--Commercial Items (DEC 2011), if applicable (see 227.7102-4(a)).
- (4) 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2012), if applicable (see 227.7102-4(c)).
- (5) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).
- (6) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
- (7) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).
- (8) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (9) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).
- (End of clause)

ADDT'L CONTRACT REQUIREMENTS

ADDITIONAL CONTRACT REQUIREMENTS AND INSTRUCTIONS

1. WAGE RATES (CESAS-CT FEB 95)

U.S. Department of Labor Wage Decision No.74-1218 dated 08/28/2012 shall be applicable to any contract resulting from this solicitation. These rates and benefits are the minimums to be paid employees hereunder.

WD 74-1218 (Rev.-39) was first posted on www.wdol.gov on 08/28/2012

Forestry and Land Management Services

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS
ADMINISTRATION

By direction of the Secretary of Labor

| WAGE AND HOUR DIVISION
| WASHINGTON, D.C. 20210
|

Diane C. Koplewski Division of Wage
Director Determinations

| Wage Determination No: 1974-1218
| Revision No: 39
| Date Of Revision: 08/20/2012

State: Georgia

Area: Georgia Statewide

****Fringe Benefits Required Follow the Occupational Listing****

Employed on service contract for forestry, land management, the cleaning of public use areas, and timber inventory services.

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
08010 - Brush/Precommercial Thinner		11.96
08040 - Choker Setter		9.68
08070 - Faller/Bucker		11.49
08100 - Fire Lookout		11.96
08130 - Forestry Equipment Operator		12.37
08160 - Forestry/Logging Heavy Equipment Operator		14.81
08190 - Forestry Technician		14.81
08200 - Forestry Truck Driver		14.81
08250 - General Forestry Laborer		8.98
08280 - Nursery Specialist		16.60

08310 - Slash Piler/Burner	11.96
08340 - Tree Climber	13.38
08370 - Tree Planter	9.76
08400 - Tree Planter, Mechanical	9.76

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.71 per hour or \$148.40 per week or \$643.07 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry

cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE
RATE {Standard
Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract.

{ See Section 4.6 (C)(vi) } When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

2. ACCOUNTING FOR CONTRACT SERVICES

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: <https://contractormanpower.army.pentagon.mil>. The required information includes: (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative; (2) Contract number, including task and delivery order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data; (5) Estimated direct labor hours (including sub-contractors); (6) Estimated direct labor dollars paid this reporting period (including sub-contractors); (7) Total payments (including sub-contractors); (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each subcontractor if different); (9) Estimated data collection cost; (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information); (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website); (12) Presence of deployment or contingency contract language; and (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country). As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending 30 September of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site.

3. U.S. ARMY CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385-1-1

This paragraph applies to contracts and purchase orders that require the contractor to comply with EM 385-1-1 (e.g., contracts that include the Accident Prevention clause at FAR 52.236-13 and/or other safety provisions). EM 385-1-1 and its changes are available at <http://www.hq.usace.army.mil>. (At the HQ homepage, select Safety and Occupational Health.) The Contractor shall be responsible for complying with the current edition and all changes posted on the web through the date that is 10 calendar days prior to the date offers are due. If the solicitation is amended to extend the time set for receipt of offers, the 10 calendar days rule stated above shall be applied against the amended date. (For example, if offers are due on 10 April, all changes posted on or before 31 March shall apply to the contract. If the time for

receipt of offers is extended from 10 April to 20 April, all changes posted on or before 10 April shall apply to the contract.)

4. OCCUPATIONAL SAFETY AND HEALTH ACT (NOV 1987 CESAS-CT)

The Contractor shall comply with the Occupational Safety and Health Act standards as well as the current edition of the Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1).

(End of provision)

5. REQUIRED INSURANCE (Oct 2012 SAW) (Ref. FAR 28.307)

(a) The Contractor shall procure and maintain during the entire period of his performance under this contract the following minimum insurance:

1. Comprehensive and Employer's Liability Insurance: Coverage in an amount not less \$100,000 or in the amount required by the State law in which the work is to be performed under this contract, whichever is greater.
2. Comprehensive General Liability Insurance: Coverage in an amount not less than \$500,000 per occurrence.
3. Automobile Liability Insurance: \$200,000 per person and \$500,000 per occurrence for bodily injury liability and \$20,000 property damage liability.
4. Vessel liability: When contract performance involves use of vessels, the contracting officer shall require vessel collision liability and protection and indemnity liability insurance.

(b) Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the above-required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation, or any material change in the policies adversely affecting the interests of the Government in such insurance, shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than 30 days after written notice thereof to the Contracting Officer.

(c) The Contractor agrees to insert the substance of this clause, including this subparagraph (c), in all subcontracts hereunder.